

1 BILL NO. R-79-08-07

2 RESOLUTION NO. R-

42-79

3 A RESOLUTION approving a lease between
4 the City of Fort Wayne and Indiana &
5 Michigan Electric Company for parking
6 spaces in the new Civic Center Parking
7 Garage.

8 WHEREAS, the City of Fort Wayne, Indiana plans to construct
9 a Civic Center Parking Garage with approximately 430 spaces in the City of
10 Fort Wayne, Indiana on the north half of the block bounded by Jefferson
11 Street, Calhoun Street, Washington Boulevard and Clinton Street; and

12 WHEREAS, the Indiana & Michigan Electric Company desires to
13 lease parking spaces in the Civic Center Parking Garage.

14 NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY
15 OF FORT WAYNE, INDIANA:

16 SECTION 1. That a certain lease, dated August 3, 1979, between
17 the City of Fort Wayne, Indiana, by and through its Mayor and the Board of
18 Public Works, and the Indiana & Michigan Electric Company, for the lease of
19 parking spaces in the new Civic Center Parking Garage, all as more particularly
20 set forth in said lease which is on file in the Office of the Board of Public
21 Works and is by reference incorporated herein and made a part hereof, be and
22 the same is in all things hereby ratified, confirmed and approved.

23 SECTION 2. That this Resolution shall be effective upon passage
24 and approval by the Mayor.

25 *Vivian G. Schmidt*
26 Councilman

27
28
29
30 APPROVED AS TO
FORM & LEGALITY

31 *William N. Salin*
32 William N. Salin, City Attorney

Read the first time in full and on motion by V. Schmidt, seconded by

Stier, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 8-14-79.

Charles W. Wintersman
CITY CLERK

Read the third time in full and on motion by V. Schmidt, seconded by Hunter, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
TOTAL VOTES	<u>8</u>	<u>0</u>	_____	<u>1</u>	_____
BURNS	<u>X</u>	_____	_____	_____	_____
HINGA	<u>X</u>	_____	_____	_____	_____
HUNTER	<u>X</u>	_____	_____	_____	_____
MOSES	<u>X</u>	_____	_____	_____	_____
NUCKOLS	_____	_____	_____	<u>X</u>	_____
SCHMIDT, D.	<u>X</u>	_____	_____	_____	_____
SCHMIDT, V.	<u>X</u>	_____	_____	_____	_____
STIER	<u>X</u>	_____	_____	_____	_____
TALARICO	<u>X</u>	_____	_____	_____	_____

DATE: 8-28-79

Charles W. Wintersman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE. (RESOLUTION) No. R-42-79 on the 28th day of August, 1979.
ATTEST: (SEAL)

Charles W. Wintersman
CITY CLERK

Winifred C. Wingo Jr.
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of August, 1979, at the hour of 11:30 o'clock A.M., E.S.T.

Charles W. Wintersman
CITY CLERK

Approved and signed by me this 4th day of September, 1979, at the hour of 3 o'clock _____ M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. R -79-08-07

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance

A RESOLUTION approving a lease ^{between} ~~between~~ the City of Fort Wayne

and Indiana & Michigan Electric Company for parking spaces in the
new Civic Center Parking Garage

have had said Ordinance under consideration and beg leave to report back to the Common

Council that said Ordinance No PASS.

VIVIAN G. SCHMIDT - CHAIRMAN

WILLIAM T. HINGA - VICE CHAIRMAN

JAMES S. STIER

JOHN NUCKOLS

DONALD J. SCHMIDT

Vivian G. Schmidt
William T. Hinga

W. Schmidt

828-79

CONCURRED IN

DATE _____ CHARLES W. WESTERMAN, CITY CLERK

By _____
Ethel H. LaMar
Member

By _____
Max G. Scott
Member

Attest:

Ursula Miller
Clerk

Approved:

Robert E. Armstrong
Mayor

Approved as to form and legality:

William N. Salin
City Attorney

INDIANA & MICHIGAN ELECTRIC COMPANY

By _____
William A. Black
Executive Vice President

Attest:

Warren O. Keltner
Assistant Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared Robert E. Armstrong, Mayor of the City of Fort Wayne, Indiana, and Henry P. Wehrenberg, Ethel H. LaMar and Max G. Scott, known by me to be all of the Members of the Board of Public Works of the City of Fort Wayne, Indiana, and Ursula Miller, Clerk of said Board, who executed the foregoing Lease and acknowledged to me that they did so execute same in the name and on behalf of the City of Fort Wayne, Indiana as such Mayor, Board Members and Clerk, respectively, and that the same is their free act and deed as such Mayor, Board Members and Clerk, and the free act and deed of said City.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix my official seal.

Notary Public

I am a resident of
_____ County, Indiana
and My Commission Expires:

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared William A. Black and Warren O. Keltner, known to me to be the Executive Vice President and Assistant Secretary, respectively, of Indiana & Michigan Electric Company, an Indiana corporation, and acknowledged the same execution of the foregoing Lease, that they did so sign the same in the name and on behalf of said corporation as such officers, that the same is their free act and deed, and the free corporate act and deed of said corporation, and that they were duly authorized thereunto by the Board of Directors of said corporation.

IN WITNESS WHEREOF, I hereunto subscribe my name
and official seal.

Notary Public

I am a Resident of _____
_____ County, Indiana
and My Commission Expires:

This instrument prepared by David G. Hume, Esq. of American
Electric Power Service Corporation, 2 Broadway, New York, New
York 10004 and William P. Fagan, Esq. of Livingston, Dildine,
Haynie & Yoder, 425 Lincoln Bank Tower, Fort Wayne, Indiana
46802 and Richard D. Robinson, Esq. of Rothberg, Gallmeyer,
Fruechtenicht & Logan, Mezzanine Floor, Indiana Bank Building,
Fort Wayne, Indiana 46802.

LEASE

LEASE, made the 300 day of August, 1979, between the City of Fort Wayne, Indiana ("Landlord") acting by and through its Board of Public Works, with the approval of its Mayor, and Indiana & Michigan Electric Company, an Indiana corporation having its principal offices in the City of Fort Wayne, Indiana ("Tenant"),

WITNESSETH:

WHEREAS, Landlord plans to construct a parking garage with approximately 430 spaces in the City of Fort Wayne, Indiana on the north half of the block bounded by Jefferson Street, Calhoun Street, Washington Boulevard and Clinton Street, said premises being more particularly described in the legal description attached hereto as Exhibit "A" (the parking garage being hereinafter called the "Fort Wayne Municipal Parking Garage"); and

WHEREAS, Tenant desires to lease parking spaces in the Fort Wayne Municipal Parking Garage;

NOW, THEREFORE, it is mutually agreed and covenanted between Landlord and Tenant as follows:

Article I. Parking Spaces

Landlord hereby agrees to lease to Tenant and Tenant hereby hires from Landlord a total of one hundred fifty (150) identified parking spaces in the Fort Wayne Municipal Parking Garage. A total of one hundred ten (110) of the identified parking spaces so leased, to be designated in the Lease Supplement, the form of which is attached hereto as Exhibit "B" (hereinafter referred to as the "Lease Supplement"), shall be available for use by the Tenant during the hours of 7:30 A.M. and 6:30 P.M. on Monday through Friday of each week throughout the term of this Lease. The remaining forty (40) identified parking spaces, to be designated in the Lease Supplement, shall be made available for use by the Tenant at all times during the term of this Lease.

Article II. Term

The term of the Lease shall commence on the date specified in the Lease Supplement, and, unless sooner terminated

as hereinafter provided, shall continue (i) if the date of commencement is not the first day of a month, for an interim term (the "Interim Term") from the date of commencement of the Lease to the end of the same month and (ii) for a primary term (the "Primary Term") commencing on the first day of the month next succeeding the date of commencement, if such date of commencement is other than the first day of a month, and continuing for a period of thirty-five (35) years (such Interim Term and such Primary Term being hereinafter referred to collectively as the "Initial Term").

Article III. Rent

Section 1. Tenant shall pay rent for the parking spaces hereby leased, at the times and in the manner herein provided, without notice or demand, as follows:

- (a) During the Interim Term, if any, a pro-rata portion of the rent specified in subparagraph (b) hereof, such pro-rata portion to be based on the ratio which the number of days from the date of commencement of the Lease to the end of the same month bears to the total number of days in such month.
- (b) During the Primary Term, (i) the sum of Forty Dollars (\$40.00) per month for each of the forty (40) parking spaces designated for use during the hours of 7:30 A.M. through 6:30 P.M., for an aggregate rent of Nineteen Thousand Two Hundred Dollars (\$19,200.00) per annum, and (ii) the sum of Forty-Eight Dollars (\$48.00) per month for each of the ten (10) parking spaces designated for unlimited use, for an aggregate rent of Five Thousand Seven Hundred Sixty Dollars (\$5,760.00) per annum, for a total aggregate rent for both (i) and (ii) of Twenty-Four Thousand Nine Hundred Sixty Dollars (\$24,960.00) per annum.

Section 2. The rent due to Landlord under this Lease shall be payable in equal monthly installments, in advance, on the first day of each and every month throughout the term of this

Lease, provided that if the first day of any month is not a business day, then rent shall be payable on the first business day thereafter, and provided further that rent due to Landlord for the Interim Term, if any, shall be paid on the first day of the Interim Term. Rent shall be paid directly to Landlord at the principal office of Landlord or at such other place as Landlord may designate by written notice to Tenant.

Section 3. Subsequent to the first sixty (60) months of the Initial Term of this Lease, the rental rate specified in Section 1 hereof is subject to escalation on an annual basis to reflect the Tenant's proportionate share of increases in expenses incurred by the Landlord in the operation and maintenance of the Fort Wayne Municipal Parking Garage. Tenant's proportionate share of increases shall not exceed the ratio of the parking spaces leased under Section 1 hereof to the total number of parking spaces available for lease in the Fort Wayne Municipal Parking Garage. It is anticipated that there will be retail and/or service space on the ground floor level of the Calhoun Street side of the Fort Wayne Municipal Parking Garage. Costs associated with such retail and/or service space shall not be considered in determining escalation. Only increases in expenses related to the operation of the Fort Wayne Municipal Parking Garage, as a garage, shall be taken into account in any proposed escalation. For the purposes of calculating escalation only increases in costs due to inflation, and not increases in costs due to additional usage, shall be considered. Escalation shall be calculated from a base mutually agreed upon by Landlord and Tenant. For the purposes of calculation and escalation, the base year shall be an average of the last four (4) years of the first five (5) years of the Initial Term of this Lease. The factors to be considered in determining escalation are set forth on the data sheet attached hereto as Exhibit "C". Escalation shall be computed annually as of the first day of January of each year following the first sixty (60) months of the Initial Term of this Lease, and shall be applicable for the ensuing calendar year. Escalation shall be limited to cost increases experienced by comparable commercial garages serving office uses in the downtown area of the City of Fort Wayne unless otherwise agreed to by Landlord and Tenant.

Section 4. To the extent that expenses incurred by the Landlord in the operation and maintenance of the Fort Wayne Municipal Parking Garage decrease in any year subsequent to the first sixty (60) months of the Initial Term of this Lease, the

rent payable by Tenant shall be reduced to reflect the Tenant's proportionate share of such decreases, provided that any such reduction shall not exceed the amount of any prior escalation from the rental rate specified in Section 1 hereof. Tenant's proportionate share of decreases shall not be less than the ratio of parking spaces leased under Section 1 hereof to the total number of parking spaces available for lease in the Fort Wayne Municipal Parking Garage. Reduction of rent shall be calculated in the same manner as that specified in Section 3 hereof for the calculation of escalation.

Article IV. Additional Parking Spaces

Section 1. Landlord shall have the sole option, at any time during the Initial Term of this Lease, to direct the Tenant to lease, and Tenant hereby agrees, upon such direction, to hire, additional parking spaces, in blocks of thirty (30) identified parking spaces, but in any event not more than one hundred seventy-five (175) additional identified parking spaces, for a period of twelve (12) consecutive months, at a rate of Thirty Dollars (\$30.00) per month for each additional identified parking space. Landlord may not direct Tenant to lease additional parking spaces pursuant to this Section 1 without also directing Peoples Trust Bank to lease additional parking spaces such that the total number of additional parking spaces hired by each bears the same ratio as the total number of parking spaces leased by each prior to Landlord's direction to each to hire additional parking spaces.

Section 2. Landlord may exercise the option provided in Section 1 of this Article IV only once in any period of twelve (12) consecutive months. Landlord must give notice to Tenant at least three (3) months in advance of the date such option is to be exercised. The notice shall identify the additional parking spaces to be leased. Such parking spaces shall be set aside for the sole use of Tenant during the hours of 7:30 A.M. through 6:30 P.M. on Monday through Friday of each week throughout the period of twelve (12) consecutive months from the date such option is exercised. Any parking spaces leased pursuant to this Article 2 shall, to the extent possible, be contiguous with and adjacent to the parking spaces previously leased pursuant to this Lease.

Section 3. In the event Tenant does not have an immediate need for all of the additional parking spaces leased pursuant to this Article IV, Tenant shall so notify Landlord and identify such spaces. Landlord shall then attempt to rent such spaces to transient users. Any transient rental received for such parking spaces, during such time as such spaces have been reserved for the use of Tenant, shall be credited to the account of Tenant. As long as Peoples Trust Bank, an Indiana corporation, or any of its successors and assigns, leases parking spaces in the Fort Wayne Municipal Parking Garage pursuant to a lease of even date herewith between Landlord and Peoples Trust Bank, the amount of any transient rental attributable to the total number of parking spaces released by Tenant and Peoples Trust Bank to Landlord shall be divided between the Tenant and Peoples Trust Bank in the same ratio as the number of parking spaces released by each. If Landlord subsequently obtains a tenant for any space or spaces released to it by Tenant, it shall so notify Tenant and Tenant shall, thereupon, be released from its obligations hereunder with regard to such space or spaces for the period of such tenancy.

Section 4. Rent due the Landlord pursuant to this Article IV shall be paid in accordance with Section 2 of Article III of this Lease.

Article V. Renewal Option

Section 1. After the expiration of the Initial Term, Tenant, at its sole election, shall have the right to renew this Lease for a total of up to four (4) consecutive five (5) year renewal periods, commencing on the expiration of the Initial Term. Tenant shall give Landlord notice of such election not later than one (1) year prior to the end of the Initial Term with respect to the first renewal period and not later than six (6) months prior to the end of each five (5) year renewal term with respect to the next succeeding five (5) year renewal term. Upon giving such notice, this Lease thereupon shall be deemed renewed for such renewal term with the same force and effect as if such renewal term had been originally included in the term of this Lease.

Section 2. All of the terms, covenants and conditions of this Lease shall continue in full force and effect during any renewal term except (i) those which by their terms are no longer applicable; (ii) that Tenant shall not have the right to renew

this Lease for any term beyond the renewal terms provided for in this Article V; and (iii) the rent during the renewal term shall be determined as provided in Section 3 of this Article V.

Section 3. The rental rate per space for each renewal period will be negotiated by the parties hereto, but, if agreement on a fair rental rate cannot be reached, then the rental rate shall be determined on the basis of appraisals of fair market value from three (3) independent qualified appraisers, the cost of which appraisals shall be borne equally by the parties hereto, but the rental rate shall not, in any event, exceed the rate charged by any comparable commercial parking garage serving office uses in the downtown area of the City of Fort Wayne.

Section 4. Any cancellation or termination of this Lease shall terminate the right of renewal provided in this Article V.

Article VI. Ingress and Egress

Tenant shall have the right of ingress and egress from the parking spaces leased under this Lease, free from impediment or obstruction, at all times during the periods specified for parking in this Lease.

Article VII. Maintenance

Section 1. Landlord shall mark those ten (10) identified parking spaces which are available for use by Tenant at all times with the following notice: "Reserved At All Times For Indiana & Michigan Electric Company". Landlord shall mark all other parking spaces leased pursuant to this Lease, except those released back to it by Tenant, with the following notice: "Reserved For Indiana & Michigan Electric Company From 7:30 A.M. to 6:30 P.M." Tenant shall have the right, at its own expense, to make such further designation of such parking spaces as it deems desirable. Tenant, at its own expense, shall also have the right, subject to prior approval of Landlord, which approval shall not be unreasonably withheld, to place such signs in or upon the Fort Wayne Municipal Parking Garage as it deems desirable.

Section 2. Landlord shall take care of the leased premises, shall keep them in good order and condition and shall make all necessary repairs, interior and exterior, structural and non-structural, ordinary as well as extraordinary, foreseen as well as unforeseen.

Section 3. Landlord shall keep the leased premises clear and the sidewalks and driveways free from snow, ice, rubbish and other obstructions.

Section 4. Landlord shall provide and maintain, throughout the initial term of this Lease and throughout any extension or renewal of the term of this Lease, adequate lighting for the areas reserved for parking by Tenant and shall keep the lighting systems in good order and repair.

Section 5. Landlord shall furnish the services of a parking lot attendant or attendants during normal business hours. Tenant shall have access to its parking spaces and ingress and egress from the parking garage at all times.

Section 6. Landlord shall limit parking within the parking garage to double-axle vehicles with a gross weight of no more than ten thousand (10,000) pounds.

Section 7. Landlord shall maintain all elevators in good working order at all times.

Article VIII. Tenant Protected From Claims or Damages

From and after the date of the commencement of the term of this Lease, Landlord will hold the Tenant harmless from and against any and all claims, suits, damages or causes of action for damages arising after the commencement of the term of this Lease, and from and against any orders or decrees or judgments which may be entered therein, brought for damages or alleged damages resulting from any injury to person, damage to property or loss of life sustained in or about the demised premises and the buildings and improvements thereon, during the term hereby demised, or upon the sidewalks, driveways, steps, railings and approaches appurtenant thereto by any person or persons whatever.

Article IX. Assignment and Subletting

Section 1. Tenant shall have the right to assign this Lease in whole or in part without Landlord's consent, provided that notice of such assignment is furnished to the Landlord. No such assignment, however, shall relieve the Tenant of its obligations under this Lease.

Section 2. Tenant shall have the right to sublet the leased premises in whole or in part without the consent of Landlord provided that such sublease shall be subject and subordinate to this Lease.

Article X. Remedies

Section 1. In the event of a failure of Tenant to pay rent as provided herein, and such failure to pay rent continues for a period of ten (10) days after written notice thereof by Landlord to Tenant, Landlord may, at its election, in addition to all other remedies provided by law, terminate this Lease.

Section 2. Landlord may not restrict the right of Tenant to free and unimpeded access to the identified parking spaces or any identified parking space without the prior written consent of Tenant. In the event of the failure of Landlord to provide free and unimpeded access to the identified parking spaces or any identified parking space, Landlord shall provide, at no cost to Tenant, an alternative parking space for each identified parking space that is rendered unavailable.

Section 3. The specific remedies to which Landlord or Tenant may resort under the provisions of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which either of them may be lawfully entitled in case of any breach or threatened breach by the other of any of the terms, covenants, and conditions of this Lease. The failure of Landlord to insist upon the strict performance of any of the terms, covenants and conditions of this Lease, or to exercise any right or remedy herein contained, shall not be construed as a waiver or relinquishment for the future of such term, covenant or condition. This Lease may not be changed

or terminated orally. In addition to the other remedies provided in this Lease, Landlord and Tenant shall be entitled to the restraint by injunction of the violation or attempted or threatened violation of any of the terms, covenants and conditions of this Lease or to a decree, in any court having jurisdiction in the matter, compelling performance of any of such terms, covenants and conditions.

Article XI. Excavations on Adjoining Property

If an excavation or other building operation shall be about to be made or shall be made upon any adjoining premises or streets, Landlord, at its expense, shall shore the foundations of the parking garage and walls thereof, and shall do any other act or thing necessary for the preservation of such parking garage.

Article XII. Right of Entry for Inspection and Repair

Landlord, its agents or designees, shall have the right to enter upon the leased space during reasonable business hours for the purpose of:

- (a) inspecting it, and
- (b) performing any maintenance, making any repairs to the leased space and performing any other work therein that may be necessary by reason of Landlord's obligations under this Lease,

provided that such right of entry shall not be exercised in such a manner as to unduly interfere with Tenant's right to use the space as provided in this Lease. Whenever practicable, Landlord shall exercise its right of entry during periods when such space is not being used by Tenant. In the event that the making of repairs or the performance of maintenance or other work by the Landlord makes any parking space unavailable for use by the Tenant, Landlord shall provide, at no cost to Tenant, an alternative parking space for each identified parking space that is rendered unavailable.

Article XIII. Notices

All notices which may be given under this Lease shall be deemed to be properly given if sent by United States registered mail - return receipt requested, addressed (1) if to Tenant, to the Executive Vice President, Indiana & Michigan Electric Company, One Summit Square, Fort Wayne, Indiana 46802 or at such other address as Tenant shall have furnished to Landlord in writing, or (2) if to Landlord, to the Mayor, City of Fort Wayne, Indiana 46802 or at such other address as Landlord shall have furnished to Tenant in writing. If so given, the date of depositing the notice in the United States mails shall be the date upon which such notice shall be deemed to have been given.

Article XIV. Succession

Except as otherwise expressly provided herein, this Lease and all the terms, covenants, conditions, provisions and agreements herein contained shall be binding upon and inure to the benefit of Landlord and Tenant, and their respective successors and assigns. The term "Landlord" shall include the successors and assigns of Landlord and the term "Tenant" shall include the successors and assigns of Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written.

CITY OF FORT WAYNE, INDIANA, acting by
and through its Board of Public Works
with the approval of its Mayor

BOARD OF PUBLIC WORKS

By Henry P. Wehrenberg
(Henry P. Wehrenberg)
Chairman

By Ethel H. LaMar
(Ethel H. LaMar)
Member

By Max G. Scott
(Max G. Scott)
Member

Attest:

Ursula Miller

Ursula Miller
Clerk

Approved:

Robert E. Armstrong

Robert E. Armstrong
Mayor

Approved as to form and legality:

William N. Salin

William N. Salin
City Attorney

INDIANA & MICHIGAN ELECTRIC COMPANY

By William A. Black

William A. Black
Executive Vice President

Attest:

Warren O. Keltner

Warren O. Keltner
Assistant Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared Robert E. Armstrong, Mayor of the City of Fort Wayne, Indiana, and Henry P. Wehrenberg, Ethel H. LaMar and Max G. Scott, known by me to be all of the Members of the Board of Public Works of the City of Fort Wayne, Indiana, and Ursula Miller, Clerk of said Board, who executed the foregoing Lease and acknowledged to me that they did so execute same in the name and on behalf of the City of Fort Wayne, Indiana as such Mayor, Board Members and Clerk, respectively, and that the same is their free act and deed as such Mayor, Board Members and Clerk, and the free act and deed of said City.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix my official seal.

Arnell Fox
Notary Public

I am a resident of
Allen County, Indiana
and My Commission Expires:

3/6/80

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared William A. Black and Warren O. Keltner, known to me to be the Executive Vice President and Assistant Secretary, respectively, of Indiana & Michigan Electric Company, an Indiana corporation, and acknowledged the same execution of the foregoing Lease, that they did so sign the same in the name and on behalf of said corporation as such officers, that the same is their free act and deed, and the free corporate act and deed of said corporation, and that they were duly authorized thereunto by the Board of Directors of said corporation.

IN WITNESS WHEREOF, I hereunto subscribe my name
and official seal.

Anne J. Fox
Notary Public

I am a Resident of
Allen County, Indiana
and My Commission Expires:

3/6/80

CERTIFICATION

I, Charles W. Westerman, certify that I am the duly
elected, qualified and acting Clerk of the City of Fort Wayne,
Indiana and that the above and foregoing Lease was approved by
(Ordinance) (Resolution) Number _____ adopted by the Common
Council of the City of Fort Wayne, Indiana on _____, 1979.

Charles W. Westerman
City Clerk

_____, 1979

This instrument prepared by David G. Hume, Esq. of American
Electric Power Service Corporation, 2 Broadway, New York, New
York 10004 and William P. Fagan, Esq. of Livingston, Dildine,
Haynie & Yoder, 425 Lincoln Bank Tower, Fort Wayne, Indiana
46802 and Richard D. Robinson, Esq. of Rothberg, Gallmeyer,
Fruechtenicht & Logan, Mezzanine Floor, Indiana Bank Building,
Fort Wayne, Indiana 46802.

EXHIBIT. "A"
TO LEASE BETWEEN
CITY OF FORT WAYNE, INDIANA,
AS LANDLORD,
AND
INDIANA & MICHIGAN ELECTRIC COMPANY,
AS TENANT,
DATED AUGUST 3, 1979

The real estate upon which the Fort Wayne
Municipal Parking Garage will be constructed is described
as follows:

Lots 106 through 112, inclusive, including
the vacated alley which was formerly located
between Lots 108 and 109 in Samuel Hanna's
First Addition (sometimes referred to as
"Samuel Hanna's Addition") to the City of
Fort Wayne, Indiana, according to the plat
thereof recorded in the Office of the
Recorder of Allen County, Indiana.

This LEASE SUPPLEMENT to the Lease dated 1979 ("Lease") between the City of Fort Wayne, Fort Wayne, Indiana ("Landlord") and Peoples Trust Bank, an Indiana banking corporation ("Tenant"),

WITNESSETH:

WHEREAS, Landlord has completed construction of the Fort Wayne Municipal Parking Garage recited in the Lease and hereby certifies that the Fort Wayne Municipal Parking Garage is fit for the purposes for which it was constructed and is ready for occupancy by Tenant; and

WHEREAS, all necessary permits required for the operation of the Fort Wayne Municipal Parking Garage have been obtained by Landlord,

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, Landlord and Tenant hereby agree as follows:

1. Tenant hereby reconfirms that it has hired and Landlord hereby reconfirms that it has leased the following identified parking spaces:

<u>Aggregate Amount</u>	<u>Identification Numbers</u>	<u>Days</u>	<u>Daily Period</u>
10		Sunday through Saturday	24 hours
40		Monday through Friday	7:30 A.M. to 6:30 P.M.

There is attached hereto as Appendix A a Plan showing the location and size of each identified parking space.

2. The Lease Term is to commence on the date hereof.

IN WITNESS WHEREOF, Landlord and Tenant have caused this LEASE SUPPLEMENT to be duly executed this day of , 1980.

CITY OF FORT WAYNE, acting by and through its Board of Public Works with the approval of its Mayor

BOARD OF PUBLIC WORKS

By _____
Henry P. Wehrenberg
Chairman

Fort Wayne Municipal Parking Garage
 Escalation Base Data Sheet
 Base Period _____

Base PeriodCurrent
Year

Employees

1. Number of employees directly involved in the operation of the parking garage _____
2. Average yearly salary per job classification _____
3. Ratio of number of employees to the number of parking spaces _____

Salaries

Fringe Benefits

Insurance

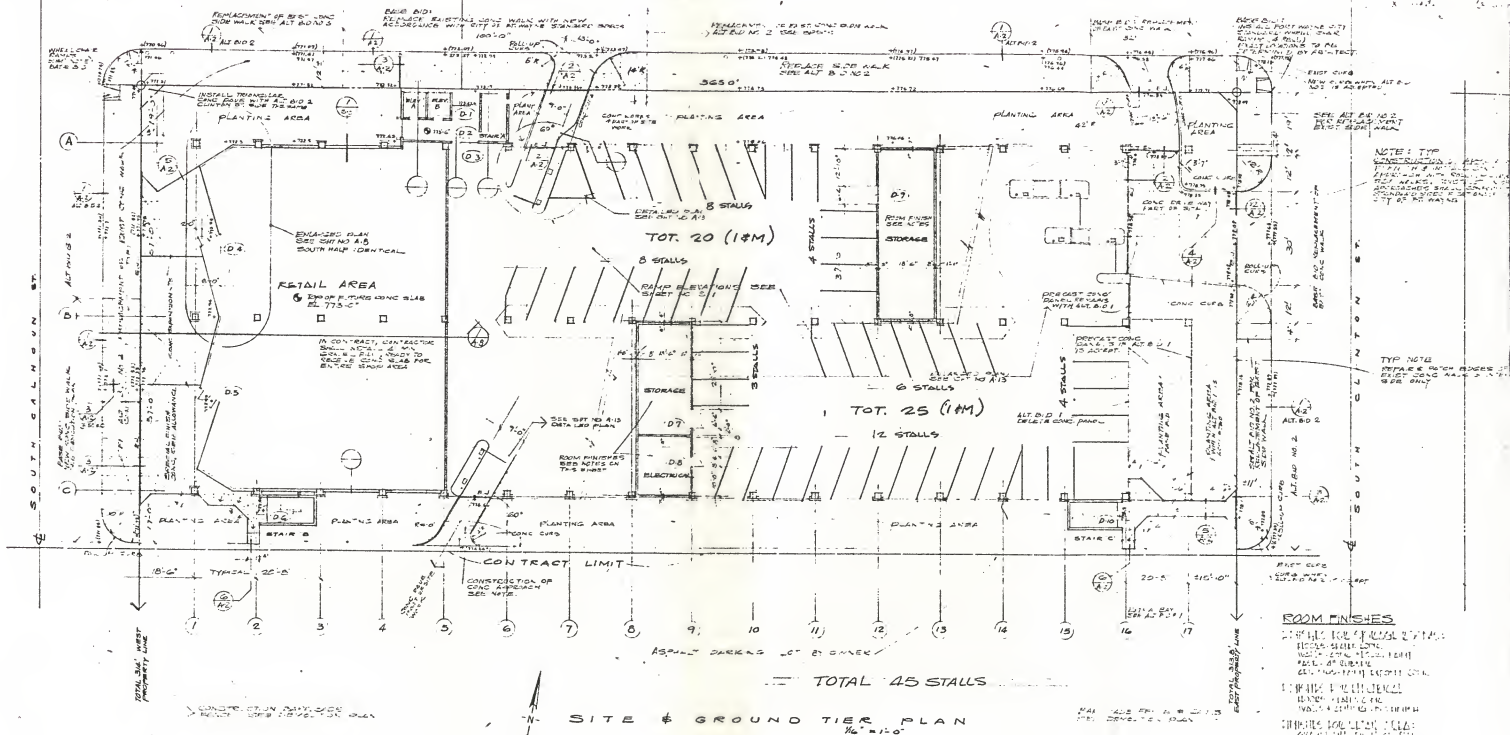
Material and Supplies

Equipment Maintenance

Building Maintenance

EAST WASHINGTON BLVD.

NOTE 1:
IN PART OF THE CITY RECORDS THE
FIRST PART OF THE RECORD IS MISSING
AND WERE EX-ONE SIDE HALL TO REMAIN



ROOM FINISHES

- 1. FLOOR: POLISHED CONCRETE
- 2. WALLS: GYP. BOARD, PAINTED
- 3. CEILING: GYP. BOARD, PAINTED
- 4. STAIRS: GYP. BOARD, PAINTED
- 5. ELEVATOR SHAFTS: GYP. BOARD, PAINTED
- 6. MECHANICAL ROOMS: GYP. BOARD, PAINTED
- 7. RESTROOMS: GYP. BOARD, PAINTED
- 8. OFFICE: GYP. BOARD, PAINTED
- 9. STORAGE: GYP. BOARD, PAINTED
- 10. ELEVATOR LOBBY: GYP. BOARD, PAINTED
- 11. ELEVATOR SHAFT: GYP. BOARD, PAINTED
- 12. ELEVATOR LOBBY: GYP. BOARD, PAINTED
- 13. ELEVATOR SHAFT: GYP. BOARD, PAINTED
- 14. ELEVATOR LOBBY: GYP. BOARD, PAINTED
- 15. ELEVATOR SHAFT: GYP. BOARD, PAINTED
- 16. ELEVATOR LOBBY: GYP. BOARD, PAINTED
- 17. ELEVATOR SHAFT: GYP. BOARD, PAINTED

SITE & GROUND TIER PLAN

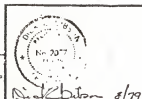
- NOTES:
1. ALL STALLS SHALL BE 8' 9" WIDE
 2. ALL STALLS SHALL BE 12' 0" DEEP
 3. ALL STALLS SHALL BE 12' 0" DEEP
 4. ALL STALLS SHALL BE 12' 0" DEEP
 5. ALL STALLS SHALL BE 12' 0" DEEP
 6. ALL STALLS SHALL BE 12' 0" DEEP
 7. ALL STALLS SHALL BE 12' 0" DEEP
 8. ALL STALLS SHALL BE 12' 0" DEEP
 9. ALL STALLS SHALL BE 12' 0" DEEP
 10. ALL STALLS SHALL BE 12' 0" DEEP
 11. ALL STALLS SHALL BE 12' 0" DEEP
 12. ALL STALLS SHALL BE 12' 0" DEEP
 13. ALL STALLS SHALL BE 12' 0" DEEP
 14. ALL STALLS SHALL BE 12' 0" DEEP
 15. ALL STALLS SHALL BE 12' 0" DEEP
 16. ALL STALLS SHALL BE 12' 0" DEEP
 17. ALL STALLS SHALL BE 12' 0" DEEP

Appendix A to Lease Supplement consisting of two (2) pages

All I & M spaces except "Compact" spaces shall be at least 8' 9" wide



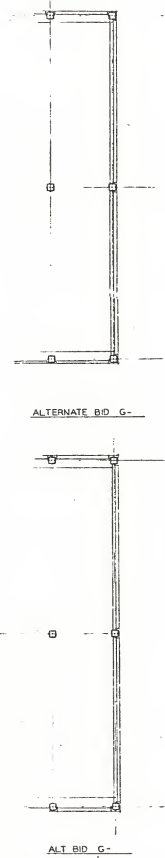
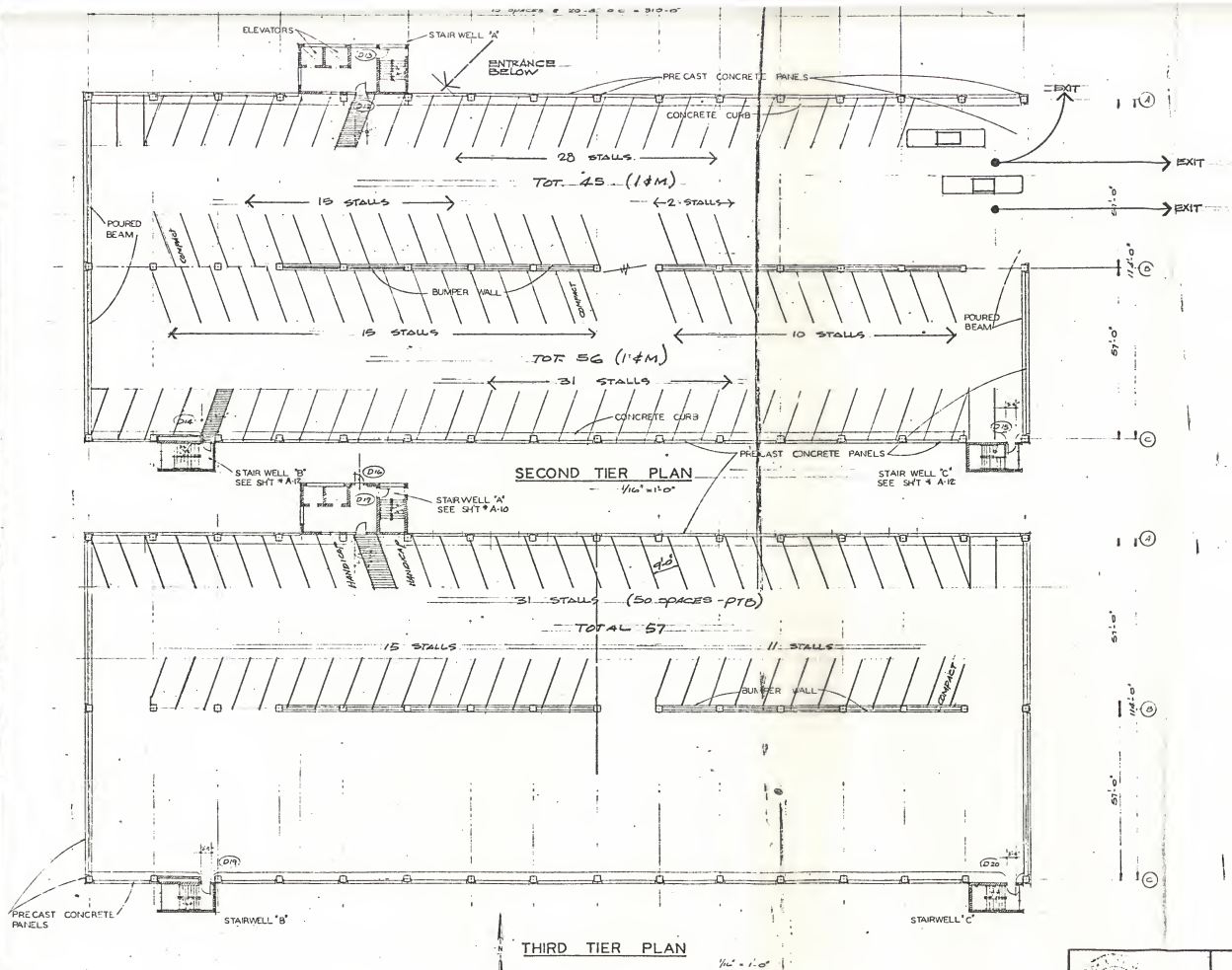
CARL WALKER & ASSOCIATES, INC.
CONSULTING ENGINEERS



CITY OF FORT WAYNE, INDIANA
CIVIC CENTER PARKING GARAGE

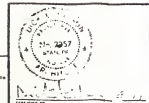
MTG MARTINDALE TOWNSEND GIBSON, INC.
ARCHITECTS • ENGINEERS • PLANNERS
FORT WAYNE, INDIANA 46803 317.426.4800

DATE: 8/77



CARL WALKER & ASSOCIATES, INC.
CONSULTING ENGINEERS

*Kalamazoo, Michigan
*Muskegon, Michigan
*Elgin, Illinois
*Detroit, Michigan



CITY OF FORT WAYNE, INDIANA CIVIC CENTER PARKING GARAGE			
MTG MARTINDALE TOURNAY GIBSON, INC. ARCHITECTS • ENGINEERS • PLANNERS 1715 THURMAN STREET FORT WAYNE, INDIANA 46803 216.424.4400	DRAWING NO. 680	SHEET NO. A4	DATE 3/26/19
	SCALE 1/4" = 1'-0"	PROJECT NO. 28	DESIGNED BY 28



OFFICE OF THE CITY CLERK

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

Charles W. Westerman, Clerk -- room 122

August 8, 1979

Mr. Wayne P. Simmerman, Chairman
Economic Development Commission
4830 Royal Drive
Fort Wayne, Indiana 46815

Dear Mr. Simmerman:

The Common Council has requested that I advise your Commission as follows:

1. Whenever action has been taken by your Commission authorizing passage of an ordinance or resolution by Common Council you should send a written communication to the Council advising your action in passage of the ordinance or resolution.
2. Since the Common Council is in no position to appraise the need requested by your ordinance or resolution a representative of your Commission should contact the City Clerk's Office and arrange to be present at the meeting of the Common Council at which the ordinance or resolution is presented and be prepared to answer any questions from Councilmen pertaining thereto.

The above procedure will ensure that there is no delay in consideration of the proposed ordinance or proposed resolution from your Commission, no matter whether the same is to authorize issuance of bonds or assignment of any lease, note, mortgage, or any other action upon which you request Common Council to pass.

If you have any questions concerning this procedure, I would appreciate it if you would phone me.

Respectfully submitted,

Charles W. Westerman
Clerk of the Common Council

CWW/rpa

cc: William Salin
City Attorney

Robert Armstrong
Mayor

Memorandum

To Mayor Robert E. Armstrong Date 8-15-79
From Charles W. Westerman - City Clerk
Subject Appearance before Common Council on 8-21-79

COPIES TO:

BILL NO. S-79-07-26

AN ORDINANCE AUTHORIZING HOOSIER
TERMINAL COMPANY TO ASSIGN A LEASE
DATED 9/15/76 AND TO AUTHORIZE
GLADIEUX REFINERY, INC. A NOTE AND
MORTGAGE DATED 9/15/76 IN THE ORIGINAL
AMOUNT OF \$710,000.00

Pursuant to the request of the Standing Committee Chairman of Finance of the Common Council, the presence of William Salin, City Attorney, is respectfully requested on August 21, 1979, 7:30 P.M., Common Council Conference Room 128.

Common Council would like information regarding the changes made in the above ordinance.

Also, Common Council would like Mr. Salin to draft a resolution, to send to the Council, providing that any changes in EDC bonds be resubmitted to the EDC before being presented to the City Council.

Your cooperation will be greatly appreciated.

VP

4588

TITLE OF ORDINANCE RESOLUTION - RESOLUTION APPROVING LEASE BETWEEN CITY OF FORT WAYNE & I & M

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

R-79-08-07

SYNOPSIS OF ORDINANCE LEASE BETWEEN CITY OF FORT WAYNE, INDIANA, THROUGH ITS BOARD OF PUBLIC
WORKS AND MAYOR WITH INDIANA AND MICHIGAN ELECTRIC COMPANY, FOR LEASE OF PARKING SPACES
IN THE NEW CIVIC CENTER PARKING GARAGE.

(COPY OF LEASE ATTACHED HERETO)

EFFECT OF PASSAGE LEASE OF PARKING SPACES IN PARKING GARAGE

EFFECT OF NON-PASSAGE WILL HAVE TO FIND ANOTHER TENANT FOR LEASE OF PARKING SPACES

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) MONIES COMING TO THE CITY FROM INDIANA
AND MICHIGAN ELECTRIC COMPANY, WHICH WILL GUARANTEE REPAYMENT OF REVENUE BONDS

ASSIGNED TO COMMITTEE

Finance